

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA;
ex rel. JOHN DOE,

Plaintiff,

- against -

COMMERZBANK AG; COMMERZBANK
AG, NEW YORK BRANCH;
COMMERZBANK AG, GRAND
CAYMAN BRANCH; and
COMMERZBANK AG, LUXEMBOURG
BRANCH,

Defendants.

13 Civ. 8095 (JMF)

**STIPULATION OF SETTLEMENT
BETWEEN THE UNITED STATES
OF AMERICA AND RELATOR**

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 07/17/2015

WHEREAS, on or about November 13, 2013, relator Jay Susman (the "Relator"), filed a complaint in the United States District Court for the Southern District of New York (the "Court") against defendants Commerzbank AG; Commerzbank AG, New York Branch; Commerzbank AG, Grand Cayman Branch; and Commerzbank AG, Luxembourg Branch (collectively, "Defendants" or "Commerzbank"), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. §§ 3729-3733; and on or about August 7, 2014, Relator filed an amended complaint (the "Relator's Action");

WHEREAS, on or about March 11, 2015, the United States of America (the "United States" or "Government") filed a Notice of Decision to Decline Intervention in the Relator Action;

WHEREAS, on or about July 8, 2015, Relator and Defendants entered into a settlement agreement (the "Settlement Agreement"), Paragraph 4 of which provides that Commerzbank shall pay \$866,666.66 to the United States (the "Settlement Amount") within ten (10) days

pursuant to written instructions to be provided by the United States Attorney's Office for the Southern District of New York;

WHEREAS, the Relator has asserted that, pursuant to 31 U.S.C. § 3730(d)(1), he is entitled to receive a portion of the Settlement Amount (the "Relator Share Claim"); and

WHEREAS, the United States and the Relator mutually desire to reach a full and final compromise of the Relator Share Claim pursuant to the terms set forth below.

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations in this Relator Stipulation, and for good and valuable consideration, receipt of which is hereby acknowledged, the United States and the Relator agree as follows:

1. Contingent upon receipt by the United States of the payment due to the United States under Paragraph 4 of the Settlement Agreement, the United States will pay Relator, c/o Sadowski Fischer PLLC, as attorney for Relator ("Relator's Counsel"), thirty percent (30%) of the the Settlement Amount received from Commerzbank, totaling \$260,000, in accordance with written instructions provided by Relator's Counsel within a reasonable time after the United States' receipt of the payment of the Settlement Amount.

2. The obligation to make the payment to the Relator under Paragraph 1 is expressly conditioned on, and only arises with, the receipt by the United States of the payment of the Settlement Amount from Commerzbank required by the Settlement Agreement. In the event that Commerzbank fails to make the payment required by the Settlement Agreement, the United States shall have no obligation to make any payment to the Relator.

3. Relator agrees that this settlement is fair, adequate, and reasonable under all circumstances, and will not challenge the Settlement Agreement, including but not limited to the

Settlement Amount, pursuant to 31 U.S.C. § 3730(c)(2)(B) or applicable State law, and expressly waives the opportunity for a hearing on any such objection, pursuant to 31 U.S.C. § 3730(c)(2)(B).

4. In agreeing to accept payment of the Relator's share set forth in Paragraph 1 above, and upon payment thereof, Relator, for himself and his heirs, successors, attorneys, agents and assigns, releases and is deemed to have released and forever discharged the United States and its agencies, officers, employees, servants, and agents from any claim for a share of any proceeds of the Settlement Agreement pursuant to 31 U.S.C. § 3730, and from any and all claims against the United States and its agencies, officers, employees, servants, and agents arising from or relating to any claim against Commerzbank in the Relator's Action.

5. This Relator Stipulation does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims that the Parties may have arising under this Relator Stipulation.

6. This Relator Stipulation shall inure to the benefit of and be binding only on the United States and the Relator, their successors, assigns and heirs.

7. This Relator Stipulation shall become final, binding, and effective only upon entry by the Court.

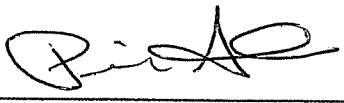
8. This Relator Stipulation constitutes the entire agreement of the United States and the Relator with respect to the subject matter of this settlement stipulation and may not be changed, altered, or modified, except by a written agreement signed by the United States and the Relator specifically referring to this Relator Stipulation.

9. This Relator Stipulation may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

Dated: New York, New York
July 8, 2015

PREET BHARARA
United States Attorney for the
Southern District of New York
*Attorney for the United States of
America*

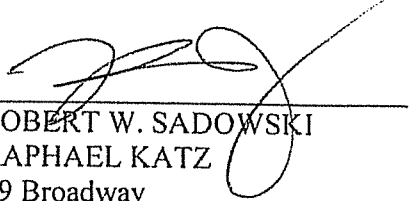
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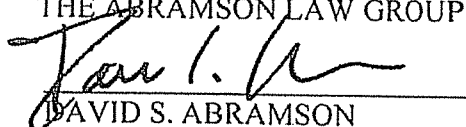
Dated: New York, New York
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SADOWSKI FISCHER PLLC

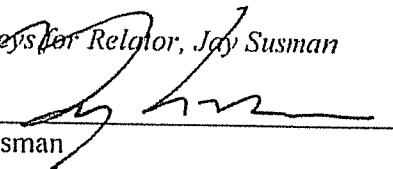
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THE ABRAMSON LAW GROUP PLLC


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(212) 686-4401

Attorneys for Relator, Jay Susman


Jay Susman

SO ORDERED:


HON. JESSE M. FURMAN
UNITED STATES DISTRICT JUDGE *km*

Dated: July 16, 2015